

11-05-1998



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

| To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereto: | |
|--|--|
| Name of conveying party(ies): Mortar & Pestle Veterinary Pharmacy, Inc. | 2. Name and address of receiving party(ies): Name: Meri Charmyne Russell Internal Address: |
| Additional name(s) of conveying party(ies) attached? _Yes X_No | |
| 3. Nature of conveyance: X Assignment Merger _ Security Agreement Change of Name | Street Address: 206 SW 42nd Street |
| Other | City: Des Moines State/Country: IA ZIP: 50312 |
| Execution Date: September 29, 1998 | Additional name(s) & address(es) attached? _ Yes X No |
| 4. Application number(s) or patent number(s): If the document is being filed together with a new application, the execution date of the application is: A. Patent Application No(s). B. Patent No(s). | |
| 08/914,230 filed August 19, 1997 | |
| | |
| Additional numbers attached? _ Yes X No | |
| Name and address of party to whom correspondence concerning document should be mailed: | 6. Total number of applications and patents involved: 1 |
| Name: PEPPER HAMILTON LLP | 7. Total fee (37 CFR 3.41) |
| Internal Address: | Enclosed |
| | X Authorized to be charged to deposit account |
| Street Address: 1300 Nineteenth Street, N.W. | 8. Deposit account number: |
| | 50-0436 |
| City: Washington State: DC ZIP: 20036 | |
| DO NOT USE THIS SPACE | |
| 9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. | |
| Gilberto M. Villacorta, Ph.D., Reg. No. 34,038 Name and Registration No. of Person Signing Signature October 27, 1998 Date Total number of pages comprising cover sheet: 1 | |
| CMB No. 0851-0011 (exp. 4/94) | |
| DO #02224 - 1 (1VD2011 VDD) | |

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Docket No.: 3025.003A Serial No. 08/914,230

ASSIGNMENT

WHEREAS, Mortar & Pestle Veterinary Pharmacy, Inc., a corporation of the Commonwealth of Iowa and having an address of 3701 Beaver Avenue, Des Moines, Iowa 50310, having certain rights, title and interest in and to a certain new and useful invention as set forth in an application for United States Letters Patent, entitled TREATMENT OF EQUINE LAMINITIS, for which an application for United States Letters Patent was filed on August 19, 1997, and identified by United States Serial No. 08/914,230;

AND WHEREAS, Meri Charmyne Russall of 206 SW 42nd Street, Dos Moines, IA 50312, is desirous of acquiring the entire right, title and interest in and to said invention, including the right to sue for past infringement, and in and to any and all Letters Patent of the United States and foreign countries which may be obtained therefor;

NOW, THEREPORE, for good and valuable consideration, Mortar & Postle Veterinary Pharmacy, Inc., does hereby sell, assign, transfer and set over unto Meri Charmyne Russell, its legal representatives, successors, and assigns, the entire right, title and interest in and to said invention, including the right to sue for past infringement, as set forth in the above-mentioned application, including any continuations, continuations-in-part, divisions, reissues, re-examinations or extensions thereof, and in and to any and all patents of the United States and foreign countries which may be issued for said invention;

UPON SAID CONSIDERATIONS, we hereby agree with the said assignee that we will not execute any writing or do any act whatsoever conflicting with these presents, and that we will, at any time upon request, without further or additional consideration but at the expense of said assignee, execute such additional assignments and other writings and do such additional acts as said assignee may deem necessary or desirable to perfect the assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, continuations, continuations-in-part, reexamined, reissued, or extended Letters Patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or chooses in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of the assigns and legal representatives of assigner and assignce;

AND we request the Commissioner of Patents and Trademarks to issue any Letters Patent of the United States which may be

> PATENT REEL: 9553 FRAME: 0454